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ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

10/13/2021
Clerk of the Court
BY: JACKIE LAPREVOTTE
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA - COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

KEVIN MCGLYNN, JONATHAN
SHOCKLEY, RUTH KRAVINSKY,
LIANI TJOKRONEGORO, ARNOLDO
MONTESINOS BERRIO, JOHN
CASEY, ALEXANDER HARRISON,
VICKY JIN, MICHAEL STANFIELD,
ROBERT OLESON, LESLIE COYNE,
DAVID MURRAY, BRIAN YEP,
WILLIAM HUDSON, CARL SHELL,
GERALD HEUMAN, DONALD
NITTO, RUDY JAMES, CLARENCE
CORMIER, JAN HARMAN, JAMES
SCANNELL, THOMAS LUBY,
DOROTHY ARKELL, WILLIAM
BURKE, and GARY GARMAN,

Plaintiffs,

vs.

1000 SUTTER LLC; ECS HOUSING
CORPORATION; CARITAS
MANAGEMENT CORPORATION; and
DOES 1 through 10, inclusive,

Defendants.

CASE NO.:

COMPLAINT FOR:

CGC-21-596064

1. BREACH OF STATUTORY WARRANTY OF HABITABILITY;
2. BREACH OF IMPLIED WARRANTY OF HABITABILITY;
3. VIOLATION OF THE SAN FRANCISCO RENT ORDINANCE – COUNT ONE;
4. VIOLATION OF THE SAN FRANCISCO RENT ORDINANCE – COUNT TWO;
5. VIOLATION OF THE SAN FRANCISCO RENT ORDINANCE – COUNT THREE;
6. VIOLATION OF CALIFORNIA FEHA;
7. VIOLATION OF CALIFORNIA UNRUH CIVIL RIGHTS ACT;
8. ELDER ABUSE;
9. NEGLIGENCE;
10. NUISANCE;
11. NEGLIGENCE PER SE;
12. BREACH OF CONTRACT;
13. BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING;
14. BREACH OF COVENANT OF QUIET ENJOYMENT;
15. UNFAIR BUSINESS PRACTICES; and
16. CONSTRUCTIVE EVICTION

JURY TRIAL DEMANDED

1 Plaintiffs KEVIN MCGLYNN, JONATHAN SHOCKLEY, RUTH KRAVINSKY, LIANI
2 TJOKRONEGORO, ARNOLDO MONTESINOS BERRIO, JOHN CASEY, ALEXANDER
3 HARRISON, VICKY JIN, MICHAEL STANFIELD, ROBERT OLESON, LESLIE COYNE,
4 DAVID MURRAY, BRIAN YEP, WILLIAM HUDSON, CARL SHELL, GERALD HEUMAN,
5 DONALD NITTO, RUDY JAMES, CLARENCE CORMIER, JAN HARMAN, JAMES
6 SCANNELL, THOMAS LUBY, DOROTHY ARKELL, WILLIAM BURKE, and GARY
7 GARMAN, complain as follows:

8 1. At the time of the filing of this action, Plaintiffs KEVIN MCGLYNN,
9 JONATHAN SHOCKLEY, RUTH KRAVINSKY, LIANI TJOKRONEGORO, ARNOLDO
10 MONTESINOS BERRIO, JOHN CASEY, ALEXANDER HARRISON, VICKY JIN,
11 MICHAEL STANFIELD, ROBERT OLESON, LESLIE COYNE, DAVID MURRAY, BRIAN
12 YEP, WILLIAM HUDSON, CARL SHELL, GERALD HEUMAN, DONALD NITTO, RUDY
13 JAMES, CLARENCE CORMIER, JAN HARMAN, JAMES SCANNELL, THOMAS LUBY,
14 DOROTHY ARKELL, WILLIAM BURKE, and GARY GARMAN (collectively "Plaintiffs")
15 were individuals over the age of eighteen and residents of the City and County of San Francisco,
16 California.

17 2. The acts and/or failures to act complained of herein occurred in the City and
18 County of San Francisco, State of California, in the above-named Judicial District.

19 3. Defendants 1000 SUTTER LLC; ECS HOUSING CORPORATION; CARITAS
20 MANAGEMENT CORPORATION, and DOES 1 through 10 (collectively "Defendants") are
21 individuals or business entities of unknown form who at all times relevant herein resided or
22 conducted business in San Francisco, California, and at all times relevant herein had an
23 ownership interest in the residential rental property located at a residential building called "The
24 Granada Hotel," which is located at 1000 Sutter Street, San Francisco, California (hereinafter the
25 "Granada" or the "Subject Property"), were involved in the management of the Subject Property,
26 were the agents of said owners and/or managers, or have held themselves out as agents or
27 representatives of the other Defendants with respect to the ownership and/or management of the
28 Subject Property. The Subject Property includes various residential rental units where the

1 Plaintiffs resided at all relevant times described herein. These Defendants owned and operated
2 the Subject Property from approximately November 13, 2020 and continuing through the date of
3 the filing of this Complaint.

4 4. Plaintiffs are ignorant of the true names and capacities of the Defendants
5 designated as Does 1 – 10, inclusive, and therefore sue such Defendants by such fictitious names
6 under the provisions of California Code of Civil Procedure Section 474. Plaintiffs will amend
7 this Complaint when the true names and capacities of said Defendants are ascertained. Plaintiffs
8 are informed and believe and thereon allege that each of the fictitiously named Defendants are
9 responsible in some manner for the occurrences herein alleged, and that Plaintiffs' damages as
10 herein alleged were proximately caused by such occurrences.

11 5. Plaintiffs are informed and believe, and thereby allege that at all times mentioned
12 herein, and continuing to the present, each of the Defendants was and is the agent, employee,
13 servant, co-partner, joint venturer, and/or co-conspirator of each other Defendant, and in doing
14 so, *inter alia*, the acts and omissions alleged herein, acted and continues to act within the purpose
15 and scope, and in furtherance, of said agency, employment, co-partnership, joint venture and/or
16 co-conspiracy, and that such acts were and continue to be consented to and ratified by each of the
17 other Defendants.

18 6. At all times mentioned herein, and continuing to the present, each of the
19 Defendants was/were Plaintiffs' landlords, and Plaintiffs were the tenants of the Defendants, as
20 the terms "landlord" and "tenant" are defined under California common law, Section 1161, et.
21 seq., Code of Civil Procedure, Section 1980, et. seq. of the Civil Code, under the San Francisco
22 Residential Rent Stabilization and Arbitration Ordinance (the "Rent Ordinance"), and as defined
23 under other California statutory law. Under Section 37.2(h) of the Rent Ordinance, agents and
24 representatives of the owners of residential property are defined to be "landlords." The named
25 Defendants and Does 1 through 10 assisted, advised, abetted and conspired with each other in
26 carrying out the acts herein alleged.

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28 ///

1 **FACTUAL ALLEGATIONS**

2 7. At all times relevant herein, Defendants, and/or their predecessors-in-interest,
3 leased, operated, managed, and/or controlled the Subject Property and Plaintiffs were residential
4 “tenants” of the Subject Property.

5 8. All of the Plaintiffs’ tenancies in this matter pre-date Defendants ownership and
6 management of the Subject Property which began in or around November 2020. When Plaintiffs
7 rented their rental units in the Subject Property from the Defendants’ predecessors-in-interest the
8 parties entered into a landlord-tenant relationship. This relationship, as well as the Subject Unit,
9 was subject to the requirements and obligations set forth in the Rent Ordinance, State Law,
10 Federal Law, and the rental agreement for the Subject Property. The Plaintiffs rental units are
11 and at all relevant times were subject to the “just cause” eviction provisions of Section 37.9(a) of
12 the Rent Ordinance, which sets forth exclusive grounds for recovering possession of covered
13 residential rental units in San Francisco, and the rent control limitations set forth in the Rent
14 Ordinance.

15 9. In or around 1999, Plaintiff Kevin McGlynn (“MCGLYNN”), a senior person,
16 moved into Room 612 of the Subject Property. Room 612 is a large room without a private
17 bathroom that Plaintiff McGlynn shared with a roommate. In or around 2000, Plaintiff McGlynn
18 moved from Room 612 to Room 618. Room 618 is a single room without a private bathroom.
19 On or about September 17, 2014, Plaintiff McGlynn moved from Room 618 to Room 220
20 pursuant to a written lease agreement with Defendants. Room 220 is a single room with a
21 private bathroom. At the inception of his tenancy in Room 220, the monthly rent was
22 approximately \$900. Plaintiff McGlynn’s current monthly rent is \$1,051. At all times relevant,
23 Plaintiff McGlynn has participated in the Granada’s meal service plan, which has been included
24 in his base rent.

25 10. On or about June 1999, Plaintiff Jonathan Shockley (“SHOCKLEY”), a disabled
26 person, moved into Room 125 of the Subject Property pursuant to a written lease agreement with
27 the Defendants. Room 125 is a single room without a private bathroom. At the inception of his
28 tenancy the monthly rent was approximately \$780. In or around March 2016, Plaintiff Shockley

1 moved from Room 125 to Room 123 of the Subject Property due to habitability problems in
2 Room 125 and pursuant to a written lease agreement with the Defendants. Room 123 is a single
3 room with a private bathroom. At the inception of his tenancy in Room 123 the monthly rent
4 was approximately \$1,000. Plaintiff Shockley's current monthly rent is \$1,060. At all relevant
5 times Plaintiff Shockley has participated in the Granada's meal service plan, which has been
6 included in his base rent.

7 11. On or about June 2002, Plaintiff Ruth Kravinsky ("KRAVINSKY"), a senior
8 person, moved into Room 314 of the Subject Property pursuant to a written lease agreement with
9 Defendants. Room 314 is a single room with a private bathroom. At the inception of her tenancy in
10 Room 314, the monthly rent was \$1,125. Plaintiff Kravinsky's current monthly rent is \$1,309. At
11 all relevant times, Plaintiff Kravinsky participated the Granada's meal service plan, which is
12 included in her base rent.

13 12. On or about September 2003, Plaintiff Liani Tjokronegoro
14 ("TJOKRONEGORO") moved into Room 118 of the Subject Property. Room 118 is a single
15 room without a private bathroom. At the inception of her tenancy in Room 118 the monthly rent
16 was \$600. On or around February 2011, Plaintiff Tjokronegoro moved into Room 926 pursuant
17 to a written lease agreement with Defendants. Room 926 is a single room with a private
18 bathroom. At the inception of her tenancy in Room 926, the monthly rent was approximately
19 \$1,100. Plaintiff Liani Tjokronegoro's current monthly rent is \$1,183. At all relevant times,
20 Plaintiff Tjokronegoro has participated in the Granada's meal service plan, which is included in
21 her base rent.

22 13. On or about March 2004, Plaintiff Arnoldo Montesinos Berrio ("MONTESINOS
23 BERRIO"), a senior and military veteran, moved into Room 704 of the Subject Property
24 pursuant to a written lease agreement with the Defendants. Room 704 is a single room with a
25 private bathroom. At the inception of his tenancy in Room 704 the monthly rent was
26 approximately \$900. Plaintiff Montesinos Berrio's current monthly rent is \$1,252. At all
27 relevant times Plaintiff Montesinos Berrio participated in the Granada's meal service plan, which
28 is included in his base rent.

1 14. On or about April 2008, Plaintiff John Casey (“CASEY”), a senior person, moved
2 into Room 621 of the Subject Property. Room 621 is a single room without a private bathroom.
3 At the inception of his tenancy Plaintiff Casey’s monthly rent was approximately \$800. In or
4 around 2013 Plaintiff Casey moved to Room 624 pursuant to a written lease agreement with the
5 Defendants. Room 624 is a single room with a private bathroom. Plaintiff Casey’s current
6 monthly rent is \$1,280. At all relevant times Plaintiff Casey has participated in the Granada’s
7 meal service plan, which is included in his base rent.

8 15. On or about October 1, 2009, Plaintiff Alexander Harrison (“HARRISON”), a
9 senior and disabled military veteran, moved into Room 518 of the Subject Property pursuant to a
10 written lease agreement with the Defendants. Room 518 is a single room without a private
11 bathroom. At the inception of his tenancy in Room 518 the monthly rent was \$1,200. Plaintiff
12 Harrison’s current monthly rent is \$1,361.28. At all relevant times Plaintiff Harrison has
13 participated in the Granada’s meal service plan, which is included in his base rent.

14 16. On or about January 4, 2012, Plaintiff Vicky Jin (“JIN”), a disabled person,
15 moved into Room 601 of the Subject Property pursuant to a written lease agreement with
16 Defendants. Room 601 is a single room with a private bathroom. At the inception of her
17 tenancy in Room 601 the monthly rent was \$1,850. Plaintiff Jin’s current monthly rent is
18 \$2,228. At all relevant times Plaintiff Jin has participated in the Granada’s meal service plan,
19 which is included in her base rent.

20 17. On or about November 2012, Plaintiff Michael Stanfield (“STANFIELD”), a
21 senior person, moved into Room 919 of the Subject Property pursuant to a written lease
22 agreement with the Defendants. Room 919 is a single room with a private bathroom. At the
23 inception of his tenancy in Room 919 the monthly rent was approximately \$1,735. Plaintiff
24 Stanfield’s current monthly rent is \$2,180. At all relevant times Plaintiff Stanfield has
25 participated in the Granada’s meal service plan, which is included in his base rent.

26 18. On or about December 15, 2012, Plaintiff Robert George Oleson (“OLESON”), a
27 senior person, moved into Room 525 of the Subject Property pursuant to a written lease
28 agreement with the Defendants. Room 525 is a single room without a private bathroom. At the

1 inception of his tenancy in Room 525 the monthly rent was approximately \$700. Plaintiff
2 Oleson's current monthly rent is \$849. Plaintiff Oleson participated in the Granada's meal
3 service plan until approximately November or December of 2016, which was not included in his
4 base rent and was an additional \$200 per month.

5 19. On or about March 2013, Plaintiff Leslie Coyne ("COYNE"), a senior person,
6 moved into Room 722 of the Subject Property. Room 722 is a single room without a private
7 bathroom. At the inception of her tenancy in Room 722 the monthly rent was approximately
8 \$1,200. Plaintiff Coyne has also resided in Rooms 621, 615, and 620 of the Subject Property.
9 Plaintiff Coyne has resided in Room 620 since Fall of 2017. Room 620 is a single room with a
10 private bathroom. Plaintiff Coyne's current monthly rent is \$1,790. At all relevant times
11 Plaintiff Coyne has participated in the Granada's meal service plan, for which she pays
12 approximately an additional \$250 per month.

13 20. On or about November 2013, Plaintiff David Murray ("MURRAY"), a disabled
14 person, moved into Room 126 of the Subject Property. Room 126 consists of a single room with
15 a private bathroom. At the inception of his tenancy in Room 126 the monthly rent was
16 approximately \$2,300. On or about July or August 2018, Plaintiff Murray moved into Room 206
17 of the Subject Property pursuant to a written lease agreement with the Defendants. Room 206 is
18 also a single room with a private bathroom. At the inception of his tenancy in Room 206 the
19 monthly rent was approximately \$2,300. Plaintiff Murray's current monthly rent is \$2,349.
20 Plaintiff David Murray participated in the Granada's meal service plan until the Summer of
21 2016, which was not included in his base rent and was an additional \$250 per month.

22 21. On or about May 21, 2009, Plaintiff Jonathan Brian Yep ("YEP") moved into
23 Room 714 of the Subject Property. Room 714 is a single room with a private bathroom. At the
24 inception of his tenancy in Room 714 the monthly rent was \$1,352.62. On or about June 26,
25 2014, due to a shower leak in Room 714, Plaintiffs Yep moved into Room 608, where he
26 currently resides. Room 608 is also a single room with a private bathroom. At the inception of
27 Plaintiff Yep's tenancy in Room 608, the monthly rent was \$2,150. Plaintiff Yep's current
28 monthly rent is \$2,394. At all relevant times Plaintiff Yep has participated in the Granada's meal

1 service plan, which is not included in his base rent and for which he pays an additional \$300 per
2 month. YEP has provided Defendants notice that he is vacating his rental unit at the Subject
3 Property due to their acts and omissions alleged herein.

4 22. On or about January 2016, Plaintiff William Hudson (“HUDSON”), a senior and
5 disabled military veteran, moved into Room 927 of the Subject Property. Room 927 consists of
6 a single room with a private bathroom. At the inception of his tenancy in Room 927 Plaintiff
7 Hudson’s monthly rent was \$2,100. In or around January 2017, Plaintiff Hudson moved to
8 Room 925 pursuant to a written lease agreement with Defendants. Room 925 is also a single
9 room without a private bathroom. At the inception of his tenancy in Room 925, Plaintiff
10 Hudson’s monthly rent was \$1,600. Plaintiff Hudson’s current monthly rent is approximately
11 \$1,665. At all relevant times Plaintiff Hudson has participated in the Granada’s meal service
12 plan, for which he pays an additional \$275 per month.

13 23. On or about March 1, 2013, Plaintiff Carl Shell (“SHELL”), moved into Room
14 615 of the Subject Property pursuant to a written lease agreement with Defendants. Room 615 is
15 a single room with a private bathroom. At the inception of his tenancy in Room 615, the
16 monthly rent was approximately \$700. On or about September 2014, Plaintiff Shell moved from
17 Room 615 to Room 502. Room 502 is a single room without a private bathroom. Plaintiff
18 Shell’s current monthly rent is \$1,268. At all relevant times Plaintiff Shell has participated in the
19 Granada’s meal service plan, which is included in his base rent.

20 24. On or about April 2012, Plaintiff Gerald Heuman (“HEUMAN”), a senior and
21 disabled person, moved into Room 221 of the Subject Property pursuant to written lease
22 agreement with Defendants. Room 221 is a single room without a private bathroom. At the
23 inception of his tenancy in Room 221, the monthly rent was approximately \$1,525. In or around
24 2014, Plaintiff Heuman moved from Room 221 to Room 710. Room 710 is a single room with a
25 private bathroom. Plaintiff Heuman’s current rent is \$1,825. Plaintiff Heuman participated in
26 the Granada’s meal service plan until on or about 2015, which was not included in his base rent
27 and was an additional \$300 per month.

28 25. In or around 1998, Plaintiff Donald Nitto (“NITTO”), a senior and military

1 veteran, moved into a room located on the fourth floor of the Subject Property pursuant to a
2 written lease with Defendants. On or about February 2018, Plaintiff Nitto moved from a room
3 on the fourth floor to Room 224. At the inception of his tenancy in Room 224 the monthly rent
4 was approximately \$1,324. Room 224 is a single room with a private bathroom that he shares
5 with Plaintiff James from on or about July 1, 2020, to present. Plaintiff Nitto's current monthly
6 rent is \$504. At all relevant times Plaintiff Nitto participated in the Granada's meal service plan,
7 which is included in his base rent.

8 26. On or about December 2008, Plaintiff Rudy James ("JAMES"), moved into Room
9 703 of the Subject Property. At the inception of his tenancy in Room 703, the monthly rental
10 was approximately between \$800 to \$825. On or about February 2009, Plaintiff James moved
11 from Room 703 to Room 203. On or about April 1, 2009, Plaintiff James moved from Room
12 203 to Room 525. On or about March 1, 2011, Plaintiff James moved from Room 525 to Room
13 411. On or about October 2016, Plaintiff James moved from Room 411 to Room 227. Rooms
14 703, 203, 525, 411 and 227 are all single rooms without a private bathroom. On or about July 1,
15 2020, Plaintiff James moved into Room 224 of the Subject Property due substantial habitability
16 defects in Room 227, including but not limited, a bedbug infestation. Room 224 is a single room
17 with a private bathroom that he shares with Plaintiff Nitto. At the outset of his tenancy in Room
18 224, his monthly rent was approximately between \$1,000 to \$1,350. Plaintiff James' current
19 monthly rent is \$504. At all relevant times Plaintiff James has participated in the Granada's
20 meal service plan, which was included in his base rent.

21 27. On or about September 2014, Plaintiff Clarence Cormier ("CORMIER"), a senior
22 and disabled military veteran, moved into Room 606 of the Subject Property. Room 606 is a
23 single room with a private bathroom. At the inception of his tenancy the monthly rent was
24 approximately \$2,300. Plaintiff Cormier's current rent is approximately \$2,000. Plaintiff
25 Cormier participated in the Granada's meal service plan until on or about September 2018,
26 which was included in his base rent.

27 28. In or around 2014, Plaintiff Jan Harman ("HARMAN"), a senior and disabled
28 military veteran, moved into Room 226 of the Subject Property. Room 226 is a single room

1 without a private bathroom. At the inception of his tenancy in Room 226 the monthly rent was
2 approximately \$2,200. At an unknown time, Plaintiff Harman moved from Room 226 to Room
3 324. Room 324 is a single room with a private bathroom. In or around 2018, Plaintiff Harman
4 moved from Room 324 to Room 319. Room 319 is a single room with a private bathroom that
5 does not include a bathtub or shower. Plaintiff Harman's current monthly rent is \$1,800.
6 Plaintiff Harman does not participate in the Granada's meal service plan.

7 29. On or about April 4, 2014, Plaintiff James Scannell ("SCANNELL"), a senior
8 disabled person, moved into Room 911 of the Subject Property pursuant to a written lease
9 agreement with Defendants. Room 911 is a single room without a private bathroom. At the
10 inception of his tenancy the monthly rent was approximately \$1,050. Plaintiff Scannell's current
11 monthly rent is approximately \$1,144. At all relevant times, Plaintiff Scannell has participated
12 in the Granada's meal service plan which is included in his base rent.

13 30. On or about February 16, 2011, Plaintiff Thomas Luby ("LUBY"), a senior
14 person, moved into Room 719 of the Subject Property pursuant to a written lease with
15 Defendants. Room 719 is a single room with a private bathroom. At the inception of his
16 tenancy, the monthly rent was approximately \$1,250. Plaintiff Luby's current monthly rent is
17 approximately \$1,444. Plaintiff Luby participated in the Granada's meal service plan from on or
18 about February 16, 2011, to on or about May 2021, which was included in his base rent.

19 31. On or about November 1, 2017, Plaintiff Dorothy Arkell ("ARKELL"), a senior
20 disabled person, moved into Room 604 of the Subject Property. Room 604 is a single room with
21 a private bathroom. At the inception of her tenancy, the monthly rent was \$2,100. On or about
22 May 22, 2021, Plaintiff Arkell vacated the Subject Property due to substantial habitability
23 defects. At the time she vacated, Plaintiff Arkell's monthly rent was \$2,100. At all relevant
24 times, Plaintiff Arkell participated in the Granada's meal service plan, which was not included in
25 her base rent and was an additional \$300 per month.

26 32. On or about June 10, 1996, Plaintiff William Burke ("BURKE"), a senior and
27 disabled military veteran, moved into Room 124 of the Subject Property pursuant to a written
28 lease agreement with Defendants. Room 124 is a single room with a private bathroom. At the

1 inception of his tenancy, the monthly rent was approximately \$975. On or about June 22, 2020,
2 due to a severe mice infestation and excessive presence of cockroaches and bedbugs, Plaintiff
3 Burke was temporarily relocated to Room 118. Room 118 is a single room without a private
4 bathroom. At Defendants' request, Plaintiff paid Defendant approximately \$1,300 to have Room
5 124 repaired for severe habitability defects and dilapidated carpets. Notwithstanding Plaintiff
6 Burke's decrease in housing services, without a corresponding decrease in rent; Plaintiff Burke
7 continued to pay full rent in the amount of \$1,300 while he temporarily resided in Room 118
8 without a private bathroom. On or about April 5, 2020, Plaintiff Burke vacated the Subject
9 Property. At the time Plaintiff Burke vacated, his monthly rent was \$1,300. At all relevant
10 times, Plaintiff Burke participated in the Granada's meal service plan, which was included in his
11 base rent

12 33. In or around 2016, Plaintiff Gary Garman ("GARMAN"), a senior, disabled
13 military veteran, moved into the Subject Property pursuant to a written lease agreement with the
14 Defendants. In 2018 Plaintiff Garman moved into Room 112, where he continues to reside.
15 Room 112 is a single room without a private bathroom. At the inception of his tenancy and
16 continuing to the present Plaintiff Garman's monthly rent for Room 112 has been \$1,828.

17 34. When Plaintiffs rented their respective rooms at the Subject Property from the
18 Defendants predecessors-in-interest the parties entered into a landlord-tenant relationship. This
19 relationship, as well as the Subject Property, was subject to the requirements and obligations set
20 forth in the San Francisco Residential Rent Stabilization and Arbitration Ordinance (the "Rent
21 Ordinance"), California State law, Federal Law, and the respective rental agreements for the
22 Subject Property. The Subject Property is and at all relevant times was subject to the "just
23 cause" eviction provisions and rent control limits provided in the Rent Ordinance. At the time
24 that Plaintiffs began their respective tenancies at the Subject Property and continuing thereafter,
25 the Defendants' predecessors-in-interest had branded and marketed the Granada as a "Retirement
26 Community," which provided many services and benefits for elderly residents. Defendants
27 continued to make these representations to the Plaintiffs and other tenants of the Subject Property
28 when they took over ownership and management of the Subject Property. As such, when

1 Defendants took over their ownership and management of the Subject Property they knew that
2 the existing tenant base was predominantly an elderly, disabled, and vulnerable population.
3 However, Defendants have failed to provide the living conditions and amenities needed by that
4 population due to their age and physical condition, and they also have failed to provide adequate
5 security to the Plaintiffs and other tenants at the Subject Property.

6 35. When Defendants took over the ownership and management of the Subject
7 Property, it was their plan and intention to change the use the Subject Property from a residential
8 apartment building housing predominantly long-term and rent controlled elderly and disabled
9 people to a more profitable supportive housing property housing the homeless. However,
10 Defendants represented to the Plaintiffs at various times starting approximately October 2020
11 that they would manage the Subject Property in a reasonable and responsible manner and that the
12 change of use of the Subject Property would not change or impact the ongoing tenancies of the
13 legacy tenants and it would be a place where the Plaintiffs [and other legacy tenants] could
14 remain and have comfortable living arrangements. However, Defendants failed to properly or
15 reasonably manage the Subject Property and manage their changed use of the Subject Property
16 [failing to provide the support and security needed for the “supportive housing” use of the
17 Subject Property], and as a result have created a significant decrease in services to Plaintiffs and
18 also created and maintained dangerous and nuisance conditions at the Subject Property.

19 36. Over the years of Plaintiffs’ tenancies at the Subject Property there have existed
20 numerous and substantial habitability defects, reductions in service, and dangerous conditions
21 which existed in Plaintiffs’ individual rental units and the common areas and other rental units in
22 the Subject Property that together and individually constituted violations of the rental agreement
23 between Plaintiffs and Defendants, as well as violations of applicable housing and residential
24 tenancy laws, including but not limited to numerous provisions of the Uniform Housing Code,
25 Civil Code Sections 1714, 1927, 1941 *et seq.*, 1954.602, 1954.603, 1954.604, 1954.605, and
26 3479, Health and Safety Code Sections 17910 and 17920.3, San Francisco Municipal Health
27 Code, San Francisco Building Code, San Francisco Housing Code, the Director’s Rules and
28 Regulations for Prevention and Control of Bed Bugs promulgated by the City and Country of

San Francisco, as well as numerous other code violations. These defective and dangerous conditions which existed in Plaintiffs' individual rental units and the common areas and other rental units in the Subject Property were caused by the improper and unreasonable acts and omissions of the Defendants, and reflected decay, neglect, negligence, unpermitted and unworkmanlike repairs, and a lack of adequate maintenance and management of the Plaintiffs' individual rental units and the common areas and other rental units in the Subject Property by the Defendants and their agents over a prolonged period of time. Some of the defective and dangerous conditions in the Plaintiffs' individual rental units and the common areas and other rental units in the Subject Property constituted immediate life-threatening hazards, directly affecting the health and safety of the Plaintiffs, the other residents of the Subject Property, and their guests. The defective and dangerous conditions included but were not limited to the following:

- a. Pervasive vermin infestations, including infestations of bed bugs, rodents, spiders, cockroaches, mites, and other insects in the common areas and in individual units;
- b. Unsanitary common bathrooms which are not kept clean, some with plumbing leaks, sewage and other environmental contamination, and dilapidated or broken windows;
- c. Ineffective weather proofing and protection, including but not limited to loose, dilapidated and defective windows;
- d. Lack of adequate heat;
- e. Dilapidated, stained and foul-smelling carpeting throughout the premises;
- f. Excessive moisture and resulting mold, mildew, and other biological contaminants in individual units;
- g. Lack of adequate locking front door, entry gate, and security personnel;
- h. Inadequate or lack of hot water;
- i. Contaminated water in the common area bathrooms and in the individual units;
- j. Failure to perform reasonable "due diligence" regarding prospective tenants and properly respond to tenant complaints of harassment and interference of their right to quiet enjoyment by nuisance tenants;
- k. Failure to take precautions related to the COVID-19 pandemic since they have

1 taken over the ownership and management of the Subject Property; and

- 2 1. Failure to provide the supervision and supportive services needed for the population
3 of tenants Defendants have housed at the Subject Property since they have taken
4 over the ownership and management of the Subject Property in the fall of 2020.

5 37. At various times during their tenancies at the Subject Property, all Plaintiffs
6 verbally notified Defendants of the substandard and defective conditions at the Subject Property,
7 with some Plaintiffs also complaining to Defendants in writing.

8 38. Defendants have had actual knowledge of the substandard and defective
9 conditions at the Subject Property and knowingly failed and/or refused to make repairs. In fact,
10 at the time that Defendants obtained their ownership and management interests in the Subject
11 Property they knew or should have known that many of the Plaintiffs had been recently involved
12 in a lawsuit against former owners and managers of the Subject Property pursuing claims
13 regarding all of the above listed habitability issues. There had also been a prior habitability
14 lawsuit filed about the substandard conditions at the Granada in 2006, which was resolved in or
15 around 2009, of which Defendants knew or should have known about. In addition, there had
16 been numerous Notices of Violations (“NOV” or “NOVs”) pertaining to substandard conditions
17 and/or code violations at the Subject Property issued by the Department of Building Inspection
18 (“DBI”) and Department of Public Health (“DPH”), some of which were outstanding at the time
19 Defendants took over their ownership and management interests in the Subject Property. Some
20 of the outstanding habitability issues that had been cited in the outstanding NOVs in or around
21 the time Defendants took over the Subject Property included but were not limited to:

- 22 a. Bed bug infestations;
23 b. Rodent infestations;
24 c. Cockroach infestations;
25 d. Damaged walls;
26 e. Damaged floor coverings;
27 f. Water intrusion;
28 g. Faulty weatherproofing, and

1 h. Other dilapidated housing conditions.

2 39. Defendants also diminished and/or eliminated many services Plaintiffs had been
3 provided as part of their tenancies over the years, including but not limited to:

- 4 a. The maid and housekeeping services (including both weekday and weekend
5 services);
- 6 b. The provision of clean towels, linens, blankets, bedspreads, light bulbs; trashcans,
7 and toilet paper;
- 8 c. Reduced food service and meals;
- 9 d. Meal room service;
- 10 e. Phone service;
- 11 f. Library, TV room, lobby sitting area and bathroom and an lobby vending
12 machine(s);
- 13 g. Building security;
- 14 h. Tenant social activities;
- 15 i. After-hours lockout service;
- 16 j. On-site manager; and
- 17 k. Many free tenant activities;

18 40. At all times relevant to the action, and at all times during their tenancies at the
19 Subject Property, Plaintiffs performed all covenants, express or implied, of their rental
20 agreements and applicable law. None of the defective or dangerous conditions at issue have
21 been caused by acts or omissions of the Plaintiffs, or the wrongful or abnormal use of the
22 individual rental units or Subject Property by Plaintiffs or by anyone acting under Plaintiffs'
23 authority.

24 41. Defendants' consistent negligent and/or deliberate failure to cure known defective
25 conditions of the Property constitute a violation of Civil Code Section 1941.1, Health and Safety
26 Code Section 17920.3, as well as other laws enacted to protect the health and safety of tenants
27 renting residential rental property. Defendants by their actions and omissions set forth herein
28 created an unsafe and substandard living environment for the Plaintiffs.

1 42. Furthermore, throughout Plaintiffs' tenancies at the Subject Property, Defendants
2 harassed Plaintiffs in violation of Section 37.10B of the San Francisco Rent Ordinance.
3 Defendants' harassment of Plaintiffs included, but was not limited to:

- 4
- 5 a. In Interrupting and failing to provide housing services required by contract or by
6 State, County or local housing, health or safety laws; failing to perform repairs
and maintenance required by contract, or by State, County, or local housing,
health or safety laws;
- 7 b. Failing to exercise due diligence in completing repairs and maintenance to the
8 Subject Unit and Subject Property;
- 9 c. Despite Plaintiffs' written and/or verbal complaints about a rodent infestation in
10 the Subject Property, Defendants failed to hire anyone to resolve the rodent
11 infestation. Instead, Defendants and/or Defendants' agents merely provided
Plaintiffs with one or two glue traps each time Plaintiffs complained and told
Plaintiffs to catch the mice themselves;
- 12 d. In response to Plaintiffs' written and/or verbal complaints regarding bed
13 bugs in their units, Defendants made Plaintiffs wait for weeks before making
any attempts to exterminate the vermin in and around Plaintiffs' units;
- 14 e. Defendants ignored Plaintiffs complaints regarding cockroaches and told
Plaintiffs to use the glue traps to catch the cockroaches themselves;
- 15 f. Verbally intimidating Plaintiffs throughout their tenancies, especially in
16 response to complaints about conditions and defects at the Subject Property;
- 17 l. Defendants and/or Defendants' agents entered Plaintiffs' units in non-
18 emergency situations and without providing 24-hour notice. Defendants
and/or Defendants' agents continued to enter Plaintiffs' units without
permission despite Plaintiffs asserting their right to 24-hour notice;
- 19 m. Interfering with Plaintiffs' right to the quiet use and enjoyment of their rental
20 units in the Subject Property; and
- 21 n. Other repeated acts or omissions of such significance as to substantially interfere
22 with or disturb the comfort, repose, peace or quiet of Plaintiffs and that caused
23 and/or was intended to cause Plaintiffs to vacate their residential rental units or to
surrender or waive their rights in relation to their occupancy of their rental units in
the Subject Property.

24 43. Defendants' actions and omissions alleged herein proximately caused each of the
25 Plaintiffs to suffer the following damages: personal injury; emotional distress; substantial
26 discomfort, inconvenience, and annoyance; loss of use of the Subject Property and the individual
27 residential rental units therein; decrease in housing services without a corresponding reduction in
28 rent; overpayment and/or excessive payment of rent; over-charging for substandard meals;

1 personal property damage and loss; and fear of loss of housing; the amount of which for each
2 Plaintiff exceeds the minimum jurisdictional threshold of this Court [over \$25,000] and which
3 will be proven at trial.

4 44. Plaintiffs MCGLYNN, SHOCKLEY, KRAVISNKY, MONTESINOS BERRIO,
5 CASEY, HARRISON, JIN, STANFIELD, OLESON, COYNE, MURRAY, HUDSON,
6 HEUMAN, NITTO, CORMIER, HARMAN, SCANNELL, LUBY, ARKELL, BURKE, and
7 GARMAN are either “senior citizens” and/or “disabled persons,” as defined under Civil Code
8 Section 1761(f) and (g). Defendants’ unlawful conduct alleged herein involved one or more of
9 the factors set forth in Civil Code Section 3345(b)(1), (2), and (3). Specifically, Defendants
10 knew, or should have known, that their conduct toward certain Plaintiffs as alleged herein was
11 directed to senior citizens and/or disabled persons, and that such conduct caused these Plaintiffs
12 to suffer one or more losses, as set forth in Civil Code Section 3345(b)(2). Furthermore,
13 Defendants knew or should have known that these Plaintiffs as senior citizens and/or disabled
14 persons, were substantially more vulnerable than other members of the public to Defendants’
15 conduct because of poor health, restricted mobility or disability, and actually suffered substantial
16 physical, emotional, and/or economic damages resulting from Defendants’ conduct. Therefore,
17 the named senior and/or disabled Plaintiffs’ request fines, penalties, and damages three times in
18 excess of that provided by statute or law pursuant to Civil Code Section 3345.

19 45. In committing the acts and omissions alleged herein, Defendants acted with
20 specific intent to cause injury to Plaintiffs. Defendants’ conduct was without right for
21 justification and done for the purpose of depriving Plaintiffs of their right to possession of the
22 Property. Plaintiffs are informed and believe and thereby allege, that Defendants’ actions were
23 done in total disregard for the safety and welfare of Plaintiffs, with malice, oppression, and
24 fraud, as defined in Civil Code Section 3294, and therefore Plaintiffs should recover, in addition
25 to actual damages, punitive damages in an amount to be proven at trial.

26 ///

FIRST CAUSE OF ACTION
BREACH OF STATUTORY WARRANTY OF HABITABILITY
(All Plaintiffs Against All Defendants)

46. Plaintiffs reallege and incorporate each of the foregoing allegations as though fully set forth herein.

47. By the acts and omissions alleged herein, and as alleged in detail above, Defendants have violated various statutes pertaining to the warranty of habitability under California Law, including, among others, Civil Code Section 1941, *et. seq*, and Health and Safety Code Section 17920.3, related to non-code compliant, unsafe, unhealthy and/or defective conditions alleged in this Complaint.

48. Defendants inspected Plaintiffs' individual rental units and the common areas of the Subject Property on numerous occasions during the Plaintiffs' tenancies, and Defendants had both actual and constructive knowledge of the non-code compliant, unsafe, unhealthy and/or defective conditions alleged in this Complaint. Despite said notice, Defendants failed to take all reasonable and necessary steps to repair such conditions at all times relevant herein, and failed to or refused to repair the non-code compliant, unsafe, unhealthy and/or defective conditions alleged herein within a reasonable time, or at all.

49. Plaintiffs paid rent to Defendants during their tenancies at the Subject Property, and/or were excused from paying full rent due to state and local laws and regulations.

50. Neither the Plaintiffs nor anyone acting on their behalf has done anything to cause, create or contribute to the existence of the non-code compliant, unsafe, unhealthy and/or defective conditions alleged herein. Further, the Subject Property and the individual rental units therein, as they existed in a defective and dangerous condition, had limited rental value.

51. As a direct and proximate result of Defendants' conduct alleged herein, the Subject Property and the individual rental units therein were in a substandard condition, Defendants were in breach of the statutory warranty of habitability and, as a result Plaintiffs have suffered special and general damages, including personal injury, economic loss, personal property loss, overpayment of rent, loss of use of the their rental units and the common areas, rent differential damages, non-economic loss and general damages, as well as emotional distress,

1 all to their detriment, in an amount to be determined at trial.

2 52. Plaintiffs are informed and believe and thereon allege that the acts and omissions
3 of the Defendants as alleged were done with oppression, fraud, and malice as defined in Civil
4 Code Section 3294, and done with conscious disregard of Plaintiffs' rights as tenants in the
5 Subject Property. As such, Plaintiffs should recover, in addition to actual damages, damages to
6 make an example of and to punish Defendants.

7
8 **SECOND CAUSE OF ACTION**
9 **BREACH OF IMPLIED WARRANTY OF HABITABILITY**
10 **(All Plaintiffs Against All Defendants)**

11 53. Plaintiffs reallege and incorporate each of the foregoing allegations as though
12 fully set forth herein.

13 54. The warranty of habitability is implied in all residential rental agreements and
14 imposes upon a landlord the obligation to maintain the leased dwelling in a habitable condition
15 throughout the term of the lease. This implied warranty of habitability is a corollary to the
16 residential landlord's statutory obligation under Civil Code Section 1941, *et seq.*

17 55. The Defendants violated the warranty of habitability implied in each of the
18 Plaintiffs' rental agreements and implied by their tenancies at the Subject Property, by
19 undertaking the course of conduct described in detail herein that directly resulted in the existence
20 of the non-code compliant, unsafe, unhealthy and/or defective conditions alleged herein.

21 56. The Defendants failed to protect the life, safety and property of Plaintiffs.
22 Instead, they disregarded local and state housing and safety laws to Plaintiffs' detriment and for
23 their benefit.

24 57. The Defendants knew or should have known about the numerous violations of the
25 warranty of habitability existing in and around the Subject Property, and Defendants also knew
26 or should have known that permitting the defective conditions alleged herein to exist at the
27 Plaintiffs individual rental units and the common areas of the Subject Property would cause
28 Plaintiffs physical and emotional injury, and that such conduct would constitute a serious threat
and danger to the health and safety of the Plaintiffs and all residents of the Granada.

1 58. As a direct and proximate result of Defendants' conduct alleged herein, the
2 individual rental units and the common areas of the Subject Property were in a substandard
3 condition, Defendants were in breach of the statutory warranty of habitability and, as a result
4 Plaintiffs have suffered special and general damages, including personal injury, economic loss,
5 personal property loss, overpayment of rent, loss of use of their rental units and the common
6 areas, rent differential damages, non-economic loss and general damages, as well as emotional
7 distress, all to their detriment, in an amount to be determined at trial.

8 59. Plaintiffs are informed and believe and thereon allege that the acts and omissions
9 of the Defendants as alleged were done with oppression, fraud, and malice as defined in Civil
10 Code Section 3294, and done with conscious disregard of Plaintiffs' rights as tenants in the
11 Subject Property. As such, Plaintiffs should recover, in addition to actual damages, damages to
12 make an example of and to punish Defendants.

13
14 **THIRD CAUSE OF ACTION**
15 **VIOLATION OF THE RENT ORDINANCE, CHAPTER 37 OF THE**
16 **SAN FRANCISCO ADMINISTRATIVE CODE – COUNT ONE**
 OVERCHARGING OF RENT
 (All Plaintiffs Against All Defendants)

17 60. Plaintiffs reallege and incorporates each of the foregoing allegations as though
18 fully set forth herein.

19 61. Due to the length of Plaintiffs' tenancies in their residential rental units in the
20 Subject Property, Plaintiffs' monthly rent was below market rate based upon the rent increase
21 limitations set forth in the Rent Ordinance. The Defendants violated the Rent Ordinance by
22 causing Plaintiffs to pay monthly rental amounts for their residential rental units in the Subject
23 Property which exceeded the limitations set forth in the Rent Ordinance, due to: the decrease in
24 housing services without a corresponding reduction in rent resulting from the defective and
25 dangerous conditions of their residential rental units in the Subject Property and the common
26 areas of the Subject Property; the breaches of the warranty of habitability alleged herein; the
27 harassment of Plaintiffs described herein; Defendants' placement of additional roommates into
28 Plaintiffs' single-occupancy rooms; and the breaches of covenant of quiet enjoyment alleged

1 herein.

2 62. The Defendants had actual and constructive knowledge of the decreases in
3 housing services described herein and they failed to grant Plaintiffs any corresponding reduction
4 in rent. By failing to reduce Plaintiffs' rent to compensate for the decreases in housing services
5 in their residential rental units in the Subject Property (and the common areas of the Subject
6 Property), as well as the other allegations herein, the Defendants have charged Plaintiffs a rental
7 amount which exceeds the limitations set forth in the Rent Ordinance.

8 63. Pursuant to Section 37.11A of the Rent Ordinance, the Plaintiffs are entitled to a
9 rebate of all rent overcharges paid in amounts to be proven at trial as well as an award of
10 reasonable attorney's fees.

11 64. Plaintiffs are informed and believe and thereon allege that the acts and omissions
12 of the Defendants as alleged were done with oppression, fraud, and malice as defined in Civil
13 Code Section 3294, and done with conscious disregard of Plaintiffs' rights as tenants in the
14 Subject Property. As such, Plaintiffs should recover, in addition to actual damages, damages to
15 make an example of and to punish Defendants.

16 **FOURTH CAUSE OF ACTION**
17 **VIOLATION OF THE RENT ORDINANCE, CHAPTER 37 OF THE SAN FRANCISCO**
18 **ADMINISTRATIVE CODE – COUNT TWO**
19 **TENANT HARASSMENT**
(All Plaintiffs Against All Defendants)

20 65. Plaintiffs reallege and incorporate each of the foregoing allegations as though
21 fully set forth herein.

22 66. At all pertinent times, Plaintiffs' tenancies in their residential rental units at the
23 Subject Unit were covered by the rent control limitations and eviction control protections, as
24 well as the anti-harassment provisions found in Section 37.10B of the Rent Ordinance.
25 Plaintiffs are informed and believe and thereby alleges that Defendants' actions, as alleged
26 herein, were done in bad faith.

27 67. Throughout Plaintiffs' tenancies, Defendants harassed Plaintiffs in violation of
28 Section 37.10B of the San Francisco Rent Ordinance, as set forth in paragraph 42 above and

1 elsewhere in this Complaint. In pursuing these acts and omissions, Defendants had the bad faith
2 unlawful intention, ulterior motive and dishonest intent to force Plaintiffs to live with the
3 substandard and unlawful conditions at the Subject Property, to not complain regarding the
4 conditions, and make life harder for the more longer-term tenants in an effort to force them to
5 vacate their rental units in the Subject Property. Defendants' acts and omissions alleged herein
6 violated the Rent Ordinance, including but not limited to Section 37.10B, which prohibits
7 landlord harassment of tenants.

8 68. As a direct and proximate result of the conduct of the Defendants, Plaintiffs have
9 suffered and continue to suffer the following damages: personal injury and substantial
10 discomfort; decrease in housing services without a corresponding reduction in rent;
11 overpayment and/or excessive payment of rent; payment of rent when rent was not legally due;
12 loss of use and enjoyment of the property; fear of loss of housing; personal property damage;
13 loss of personal property; and annoyance and emotional distress, all to their detriment, in an
14 amount to be determined at trial and for each Plaintiff in an amount in excess of the
15 jurisdictional limit of this Court. In addition, Plaintiffs are entitled to recover monetary
16 damages of not less than three times their actual damages (including the trebling of their
17 emotional distress as Defendants acted in reckless disregard of Plaintiffs' rights) as well as
18 recovery of their reasonable attorney's fees and costs. Furthermore Section 37.10B(c) provides:

19 (4) Injunction. Any person who commits an act, proposes to commit an act, or
20 engages in any pattern and practice which violates this Section 37.10B may be
21 enjoined therefrom by any court of competent jurisdiction. An action for
22 injunction under this subsection may be brought by an aggrieved person, by the
City Attorney, or by any person or entity who will fairly and adequately represent
the interest of the protected class.

23 69. Plaintiffs are informed and believe and thereon allege that the acts and omissions
24 of the Defendants as alleged were done with oppression, fraud, and malice as defined in Civil
25 Code Section 3294, and done with conscious disregard of Plaintiffs' rights as tenants in the
26 Subject Property. As such, Plaintiffs should recover, in addition to actual damages, damages to
27 make an example of and to punish Defendants.
28

FIFTH CAUSE OF ACTION
VIOLATION OF THE RENT ORDINANCE, CHAPTER 37 OF THE SAN FRANCISCO
ADMINISTRATIVE CODE – COUNT THREE
WRONG ENDEAVOR TO RECOVER POSSESSION IN VIOLATION OF THE SAN
FRANCISCO RENT ORDINANCE
(Plaintiffs YEP, BURKE, AND ARKELL Against All Defendants)

70. Plaintiffs reallege and incorporate each of the foregoing allegations as though fully set forth herein.

71. Defendants' acts and omissions alleged herein was part of a plan to unlawfully cause Plaintiffs to vacate their home in a manner not permitted under Section 37.9(a) of the Rent Ordinance.

72. Plaintiffs vacated the Subject Property due to Defendants' failure to properly remediate and perform necessary repairs at the Subject Property, including their failure to fully remediate water damage, water intrusion, excessive moisture conditions, and environmental contamination at the Subject Unit and Subject Property, including purposefully delaying repairs and decreasing in housing services; and; therefore, Defendants recovered possession of the Subject Unit from Plaintiffs in a manner that was not in good faith and with ulterior reason, and without honest intent.

73. As a direct and proximate result of the Defendants' conduct, Plaintiffs have suffered and continue to suffer the following damages: bodily injury; medical expenses; loss of earnings and/or earning capacity; other out-of-pocket costs, substantial discomfort; overpayment and/or excessive payment of rent; moving expenses; loss of use and enjoyment of the property; fear of loss of housing; actual loss of housing by constructive eviction; rent differential damages, and general damages and emotional distress, all to their detriment, in an amount to be determined at trial and in excess of the jurisdictional limit of this Court. Pursuant to Section 37.9(f) of the Rent Ordinance, Plaintiffs are entitled to recover monetary damages of not less than three times actual damages, as well as recovery of reasonable attorney's fees and costs.

74. Defendants' conduct alleged herein was oppressive, fraudulent, malicious, and

1 done with conscious disregard of Plaintiffs' rights as tenant. Plaintiffs are therefore entitled to
2 recover punitive damages against the Defendants in an amount to be determined at trial.

3
4 **SIXTH CAUSE OF ACTION**
5 **VIOLATION OF CALIFORNIA FEHA – HOUSING DISCRIMINATION**
6 **[CALIFORNIA GOVERNMENT CODE SECTION 12900 *et seq.*]**
7 **(Plaintiffs SHOCKLEY, HARRISON, MURRAY, HUDSON, HEUMAN, CORMIER,**
8 **HARMAN, SCANNELL, ARKELL, BURKE, and GARMAN Against All Defendants)**

9
10 75. Plaintiffs reallege and incorporate each of the foregoing allegations as though
11 fully set forth herein.

12 76. Plaintiffs SHOCKLEY, HARRISON, MURRAY, HUDSON, HEUMAN,
13 CORMIER, HARMAN, SCANNELL, ARKELL, BURKE, and GARMAN belong to a protected
14 class under the Fair Employment and Housing Act ("FEHA"), California Government Code
15 section 12900, *et seq.* based upon their medical conditions and disabilities. Defendants knew or
16 reasonably should have known that these Plaintiffs suffered from various disabling conditions.
17 These named Plaintiffs are "aggrieved person[s]" under FEHA since they "claim[s] to have been
18 injured by a discriminatory housing practice or believe that [they] have and will be injured by a
19 discriminatory housing practice."

20 77. FEHA makes it unlawful for the owner of a housing accommodation to
21 discriminate against any person because of disability. By refusing to assist disabled Plaintiffs
22 with addressing the vermin/pest infestations and offer Plaintiffs reasonable accommodations in
23 response to their numerous requests for said reasonable accommodations pertaining to the pest
24 control issues outlined herein, other habitability defects alleged herein, and the nuisance
25 conditions alleged herein, and by refusing to engage in any good faith interactive process with
26 Plaintiffs regarding their requests for reasonable accommodation pertaining to the pest control
27 issues outlined herein, other habitability defects alleged herein, and the nuisance conditions
28 alleged herein, Defendants have engaged in unlawful discrimination on the basis of Plaintiffs'
disability status.

78. Plaintiffs are informed and believe that the course of conduct by Defendants

1 alleged herein was an effort to intimidate and harass these Plaintiffs, which was motivated, in
2 part or in whole, and/or has had a discriminatory effect on the basis of disability in violation of
3 these Plaintiffs' rights under California Government Code section 12900 *et seq.* In so doing,
4 Defendants were committing a discriminatory housing practice.

5 79. The Defendants knew, or in the exercise of reasonable care should have known,
6 that their conduct as alleged herein would cause Plaintiffs physical, emotional, and financial
7 harm.

8 80. As a direct and proximate result of the conduct of the Defendants alleged herein,
9 Plaintiffs have suffered physical, emotional, and financial harm in an amount exceeding the
10 jurisdictional limits of this Court, to be established according to proof at trial.

11 81. The conduct of the Defendants alleged herein was and continues to be oppressive,
12 fraudulent, malicious, and done with conscious disregard of Plaintiffs' rights as
13 disabled/handicapped tenants. Plaintiffs are therefore entitled to recover punitive damages
14 against the Defendants in an amount to be determined at trial.

15
16 **SEVENTH CAUSE OF ACTION**
VIOLATION OF CALIFORNIA
17 **UNRUH CIVIL RIGHTS ACT – HOUSING DISCRIMINATION**
18 **[CALIFORNIA CIVIL CODE SECTION 51 *et seq.*]**
19 **(Plaintiffs SHOCKLEY, HARRISON, MURRAY, HUDSON, HEUMAN, CORMIER,**
HARMAN, SCANNELL, ARKELL, BURKE, and GARMAN Against All Defendants)

20 82. Plaintiffs reallege and incorporate each of the foregoing allegations as though
21 fully set forth herein.

22 83. Based upon their medical conditions and disabilities, Plaintiffs SHOCKLEY,
23 HARRISON, MURRAY, HUDSON, HEUMAN, CORMIER, HARMAN, SCANNELL,
24 ARKELL, BURKE, and GARMAN qualify as disabled under the definitions provided by the
25 FEHA, section 12900, *et seq.* Defendants knew or reasonably should have known that Plaintiffs
26 are disabled under the above definition.

27 84. The Unruh Civil Rights Act ("Unruh Act") makes it unlawful for the owner
28 and/or manager of a housing accommodation to discriminate against any person because of

1 disability. By refusing to assist disabled Plaintiffs with addressing the vermin/pest infestations
2 and offer Plaintiffs reasonable accommodations in response to their numerous requests for said
3 reasonable accommodations pertaining to the pest control issues outlined herein, other
4 habitability defects alleged herein, and the nuisance conditions alleged herein, and by refusing to
5 engage in any good faith interactive process with Plaintiffs regarding their requests for
6 reasonable accommodation pertaining to the pest control issues outlined herein, other habitability
7 defects alleged herein, and the nuisance conditions alleged herein, Defendants engaged in
8 unlawful discrimination on the basis of Plaintiffs' disability, and targeted Plaintiffs based upon
9 their disability status.

10 85. Plaintiffs are informed and believe that the course of conduct by Defendants
11 described herein, was in an effort to intimidate and harass Plaintiffs, and was motivated, in part
12 or in whole, and/or has had a discriminatory effect on the basis of disability in violation of
13 Plaintiffs' rights under the Unruh Act. In so doing, the Defendants were committing a
14 discriminatory housing practice.

15 86. The Defendants knew, or in the exercise of reasonable care should have known,
16 that their conduct as alleged herein would cause Plaintiffs and others similarly situated to suffer
17 physical, emotional, and financial harm.

18 87. As a direct and proximate result of the conduct of the Defendants alleged herein,
19 Plaintiffs have suffered physical, emotional, and financial harm in an amount exceeding the
20 jurisdictional limits of this Court, to be established according to proof at trial.

21 88. The conduct of the Defendants alleged herein was oppressive, fraudulent,
22 malicious, and done with conscious disregard of Plaintiffs' rights as disabled/handicapped
23 tenants. Plaintiffs are therefore entitled to recover punitive damages against the Defendants in an
24 amount to be determined at trial.

25 ///

26 ///

27 ///

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **ELDER ABUSE**

3 **(Plaintiffs MCGLYNN, KRAVINSKY, MONTESINOS BERRIO, CASEY, HARRISON,**
4 **STANFIELD, OLESON, COYNE, HUDSON, HEUMAN, NITTO, CORMIER, HARMAN,**
5 **SCANNELL, LUBY, ARKELL, BURKE, and GARMAN Against All Defendants)**

6 89. Plaintiffs reallege and incorporate each of the foregoing allegations as though
7 fully set forth herein.

8 90. Plaintiffs MCGLYNN, KRAVINSKY, MONTESINOS BERRIO, CASEY,
9 HARRISON, STANFIELD, OLESON, COYNE, HUDSON, HEUMAN, NITTO, CORMIER,
10 HARMAN, SCANNELL, LUBY, ARKELL, BURKE, and garman were at all relevant times
11 herein mentioned, as related to the wrongful acts alleged by Plaintiffs against Defendants and
12 each of them, over the age of 65 years, and an “Elder” within the meaning of Welfare and
13 Institutions Code Section 15610.27.

14 91. Based upon the deplorable conditions in and around the Subject Property and the
15 pervasive habitability and safety issues at the Subject Property, the Defendants charged the elder
16 Plaintiffs identified above excessive rent payments and took/appropriated/retained by their acts
17 and omissions certain of Plaintiffs’ personal property rights pertaining to their residential rental
18 units in the Subject Property and the rent paid by Plaintiffs to Defendants, for Defendants’
19 wrongful use and/or with intent to defraud to gain monetarily from their acts and omissions at
20 Plaintiffs’ expense.

21 92. Defendants, and each of them, financially abused Plaintiffs by their acts and
22 omissions directed at Plaintiffs pertaining to the bedbug and other insect and vermin
23 infestation(s), as well as the other defective and dangerous conditions alleged above, in violation
24 of Welfare and Institutions Code 15600 et seq. Welfare and Institutions Code § 15610.30
25 provides in pertinent part:

26 “Financial abuse” of an elder or dependent adult occurs when a person or entity
27 does any of the following: (1) Takes, secretes, appropriates, obtains or retains real
28 or personal property of an elder or dependent adult for a wrongful use or with
intent to defraud, or both. (2) Assists in taking, secreting, appropriating,
obtaining, or retaining real or personal property of an elder or dependent adult for
a wrongful use or with intent to defraud, or both. (3) Takes, secretes, appropriates,

1 obtains, or retains, or assists in taking, secreting, appropriating, obtaining, or
2 retaining, real or personal property of an elder or dependent adult by undue
3 influence, as defined in Section 15610.70.

4 93. Defendants, and each of them, are guilty of recklessness, fraud or oppression
5 towards Plaintiffs in connection with the abuse of a large group of elders. Pursuant to Welfare
6 and Institutions Code Section 15657.5, these Plaintiffs are entitled to enhanced remedies,
7 including but not limited to, costs and reasonable attorney's fees, pursuant to applicable law.

8 94. By virtue of the aforesaid, Defendants, and each of them, have acted negligently
9 to the detriment of the financial well-being of Plaintiffs. Defendants' acts and omissions were
10 negligent which subjected Plaintiffs to cruel and unjust hardship in conscious disregard of the
11 rights and financial and physical safety and well-being of Plaintiffs. Defendants, and each of
12 them, are guilty of malice, fraud or oppression, as defined in California Civil Code Section 3294,
13 and Plaintiffs should therefore recover, in addition to actual damages, damages to make an
14 example of and to punish Defendants.

15 95. Plaintiffs are "senior citizen[s]" and/or "disabled person[s]," as defined under
16 Civil Code Section 1761(f) and (g). Defendants' unlawful conduct alleged herein involved one
17 or more of the factors set forth in Civil Code Section 3345(b)(1), (2), and (3). Specifically,
18 Defendants knew, or should have known, that their conduct toward Plaintiffs as alleged herein
19 was directed to a senior citizens and/or disabled persons, and that such conduct caused such
20 senior citizens and/or disabled persons to suffer one or more losses, as set forth in Civil Code
21 Section 3345(b)(2). Therefore, Plaintiffs requests fines, penalties, and damages three times in
22 excess of that provided by statute or law pursuant to Civil Code Section 3345.

23
24 **NINTH CAUSE OF ACTION**
25 **NEGLIGENCE**
(All Plaintiffs Against All Defendants)

26 96. Plaintiffs reallege and incorporate each of the foregoing allegations as though
27 fully set forth herein.

28 97. By reason of the landlord-tenant relationship between the Defendants and

1 Plaintiffs, Defendants owed Plaintiffs a duty to exercise reasonable care in the management and
2 control of the Subject Property, a duty to exercise reasonable care in their communications and
3 representations to Plaintiffs, a duty to provide Plaintiffs with a residential rental property meeting
4 minimum standards of habitability, and they were required to allow Plaintiffs the peaceful and
5 quiet enjoyment of the Subject Property.

6 98. By the conduct alleged in detail herein, the Defendants negligently breached the
7 duties that they owed to Plaintiffs.

8 99. As a direct and proximate result of Defendants' conduct alleged herein, Plaintiffs
9 have suffered special and general damages, including personal injury, economic loss,
10 overpayment of rent, loss of use of her rental property, rent differential damages, non-economic
11 loss and general damages, as well as emotional distress, all to her detriment, in an amount to be
12 determined at trial. As alleged herein, Defendants' conduct also justifies the imposition of
13 punitive damages.

14 **TENTH CAUSE OF ACTION**
15 **NUISANCE**
16 **(All Plaintiffs Against All Defendants)**

17 100. Plaintiffs reallege and incorporates each of the foregoing allegations as though
18 fully set forth herein.

19 101. The acts and omissions of Defendants - in allowing the defective and dangerous
20 conditions alleged in detail herein to persist and in failing to adequately repair, remediate, and
21 remedy them, in failing to adequately maintain the Subject Unit and Subject Property, and in
22 failing to properly or reasonably manage the Subject Property and manage their changed use of
23 the Subject Property [failing to provide the support and security needed for the "supportive
24 housing" use of the Subject Property] – has been injurious to health or indecent or offensive to
25 the senses, substantially interfering with Plaintiffs' comfortable enjoyment of the Subject Unit
26 and Subject Property, and thereby constituted a nuisance pursuant to Civil Code Section 3479.
27 Moreover, the defective and dangerous conditions themselves and the unsupported "supportive
28 housing" use of the Subject Property likewise constituted a nuisance.

1 102. The Defendants owed a duty to Plaintiffs as the owners, landlords and managers
2 of the Subject Unit, which they breached by, among other things, by maintaining and/or failing
3 to abate a nuisance within the meaning of Civil Code Section 3479, Code of Civil Procedure
4 Section 731, Section 581(b)(10) of the San Francisco Health Code.

5 103. In maintaining and failing to abate the nuisance, the Defendants acted with full
6 knowledge of the consequences thereof and of the damage being caused to Plaintiffs. Despite
7 this knowledge, the Defendants failed to fully abate the nuisance by repairing and/or remediating
8 the defective and dangerous conditions of the Subject Unit and Subject Property. As a direct and
9 proximate result of Defendants' conduct alleged herein, Plaintiffs have suffered special and
10 general damages, including personal injury, economic loss, overpayment of rent, loss of use of
11 their rental property, non-economic loss and general damages, as well as emotional distress and
12 substantial discomfort and annoyance, all to their detriment, in an amount to be determined at
13 trial.

14 104. The Defendants' actions and/or failure to act were both oppressive and malicious
15 within the meaning of Civil Code Section 3294, in that it subjected Plaintiffs to cruel and unjust
16 hardship in willful and conscious disregard of Plaintiffs' rights and safety. As such, Plaintiffs
17 are entitled to recover punitive damages in an amount to be determined at trial.

18
19 **ELEVENTH CAUSE OF ACTION**
20 **NEGLIGENCE PER SE**
 (All Plaintiffs Against All Defendants)

21 105. Plaintiffs reallege and incorporate each of the foregoing allegations as though
22 fully set forth herein.

23 106. The Defendants' actions and/or failure to act were both oppressive and malicious
24 within the meaning of Civil Code Section 3294, in that it subjected Plaintiffs to cruel and unjust
25 hardship in willful and conscious disregard of her rights and safety. As such, Plaintiffs are
26 entitled to recover punitive damages in an amount to be determined at trial. Defendants violated
27 their duty of care to Plaintiffs and violated their statutory duties to Plaintiffs by violating certain
28

1 housing, building, and fire codes, local ordinances, and state statutes, including but not limited to
2 the Uniform Housing Code, Civil Code Sections 789.3, and 1941 and 1941.1, et seq., Civil Code
3 Section 1942.4, Health and Safety Code Sections 17910 et seq. (including but not limited to
4 Code Section 17920.3), as well as numerous other code violations.

5 107. At all times relevant, Plaintiffs belonged to a class of persons for which these
6 statutes were designed to offer protection. The harm that has occurred to Plaintiffs as a result of
7 Defendants violation of the laws, codes, ordinances, and statutes referenced above is they type of
8 harm these laws, codes, ordinances, and statutes were designed to prevent.

9 108. As a proximate result of Defendants' negligent violation of the statutory duty, as
10 set forth herein, Plaintiffs have suffered actual, special, and general damages in an amount to be
11 determined at trial. Defendants' conduct as alleged herein also justifies the imposition of
12 punitive damages.

13
14 **TWELFTH CAUSE OF ACTION**
15 **BREACH OF CONTRACT**
(All Plaintiffs Against All Defendants)

16 109. Plaintiffs reallege and incorporate each of the foregoing allegations as though
17 fully set forth herein.

18 110. Each of the Plaintiffs had a rental agreement contract between them and the
19 Defendants pertaining to each Plaintiff's tenancy in their residential rental unit in the Subject
20 Property. All of these separate rental agreements contained implied covenants and agreements
21 including, but not limited to, the following: an implied warranty of habitability and an implied
22 covenant of quiet use and enjoyment, as well as Defendants' abiding by local and state laws and
23 providing Plaintiff with a legally compliant residential rental unit. Plaintiffs performed all of the
24 obligations under each of their rental agreements with Defendants except those obligations for
25 which they were excused or which they were prevented from performing by Defendants' actions
26 and/or omissions.

27 111. The Defendants failed to provide each of the Plaintiffs with a legally compliant
28 residential rental unit, Defendants unlawfully and intentionally mismanaged the Subject Property

1 in a way that caused deterioration of its physical structures and diminution or loss of the
2 habitability and safety, and Defendants were responsible for the creation and maintenance of
3 nuisance conditions, at the Subject Property all in violation of the rental agreement between the
4 parties. In committing the acts complained of, Defendants materially breached the implied terms
5 of the rental agreement between Plaintiff and Defendants, and caused the damages and injuries to
6 Plaintiffs alleged herein.

7 112. As a proximate cause of the conduct of Defendants, Plaintiffs have suffered, and
8 continue to suffer, actual damages and general damages in an amount to be determined at trial.

9 **THIRTEENTH CAUSE OF ACTION**
10 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**
11 **(All Plaintiffs Against All Defendants)**

12 113. Plaintiffs reallege and incorporate each of the foregoing allegations as though
13 fully set forth herein.

14 114. Inherent in the residential rental contracts between each of the Plaintiffs and the
15 Defendants was the covenant of good faith and fair dealing, which implies a promise that each
16 party will refrain from doing anything to injure the other's right to receive the benefits of the
17 agreements between the parties, and which protects the parties' reasonable expectations.

18 115. By the acts and omissions described herein, the Defendants violated the covenant
19 of good faith and fair dealing inherent in the residential rental contracts and tenancies at issue
20 herein.

21 116. As a proximate cause of the conduct of the Defendants alleged herein, Plaintiffs
22 have suffered, and continues to suffer, actual damages and general damages in an amount to be
23 determined at trial.

24 **FOURTEENTH CAUSE OF ACTION**
25 **BREACH OF THE COVENANT OF QUIET ENJOYMENT**
26 **(All Plaintiffs Against All Defendants)**

27 117. Plaintiffs reallege and incorporate each of the foregoing allegations as though
28 fully set forth herein.

1 118. By the acts and omissions described above, the Defendants interfered with,
2 interrupted, and deprived Plaintiffs of the full and beneficial use their residential rental units in
3 the Subject Property and disturbed their peaceful possession of their rental units.

4 119. These acts of interference, interruption, deprivation, and disturbance by the
5 Defendants amounted to breaches of the covenant of quiet enjoyment implied in all rental
6 agreements, and codified in California Civil Code section 1927.

7 120. As a direct and proximate result of the Defendants' violation of Plaintiffs' right to
8 the quiet enjoyment of their residential rental units in the Subject Property, Plaintiffs have
9 suffered special and general damages in an amount to be determined at trial.

10
11 **FIFTEENTH CAUSE OF ACTION**
12 **UNFAIR BUSINESS PRACTICES**
 (All Plaintiffs Against All Defendants)

13 121. Plaintiffs reallege and incorporate each of the foregoing allegations as though
14 fully set forth herein.

15 122. Plaintiffs bring this action under Business and Professions Code Sections 17200,
16 et seq. and 17500, et seq., on behalf of the general public and as private parties affected by the
17 acts described in this complaint.

18 123. At all times relevant herein, the named Defendants and DOES 1-10 have
19 conducted business under the laws of the United States, the State of California, and of the City
20 and County of San Francisco. In conducting said business, the named Defendants and DOES 1-
21 10 were, and continue to be, obligated to comply with the laws of the United States, the State of
22 California, and of the City and County of San Francisco.

23 124. Plaintiffs are informed and believe, and on that basis allege, that the named
24 Defendants and DOES 1-10, who currently own and/or manage or previously owned and/or
25 managed the Subject Property, have engaged in unlawful, unfair, and fraudulent business
26 practices as part of a scheme to make more money by not complying with laws and regulations.
27 Defendants' unfair and fraudulent practices include, but are not limited to:
28

- a. Failing to maintain and repair the premises as required by numerous residential, health, and safety laws, including, but not limited to, California Civil Code section 1941, *et. seq.*, and as required by the implied warranty of habitability;
- b. Decreasing services and staffing to levels below the industry standard and those required by law;
- c. Failing to provide adequate training to the Granada Hotel management, staff, and employees pertaining to pest control and residential rental property management;
- d. Failing to spend the requisite funds to properly remediate the pest, insect, and rodent infestation at the Subject Property;
- e. Failing to hire adequate pest control professionals in order to abate the pest infestation [including but not limited to the bedbug infestation] at the Subject Property; and
- f. Failing to abide by the requirements of the Director's Rules and Regulations for Prevention and Control of Bed Bugs promulgated by the City and Country of San Francisco;
- g. Reducing services to Plaintiffs during their tenancies at the Subject Property;
- h. Failing to properly or reasonably manage the Subject Property and manage your changed use of the Subject Property [failing to provide the support and security needed for the "supportive housing" use of the Subject Property], and as a result have creating a significant decrease in services to Plaintiffs and also creating and maintaining dangerous and nuisance conditions at the Subject Property; and
- i. Obtaining government funds to operate a "supportive housing" facility for the formerly homeless at the Subject Property without providing the support and security resources needed to meet the needs of the legacy and new tenants.

125. Said conduct is part of a business scheme that is intended to increase profits by reducing costs and increasing revenue without regard to the lawful obligations of the named Defendants and DOES 1-10 under the laws of the United States, the State of California, and of the City and County of San Francisco, in order to force Plaintiffs and others similarly situated out of the Subject Property and instead bring in "supportive housing" tenants that they can in turn charge more to government agencies and/or non-profit organizations for rent and services for these tenants, replace less profitable legacy tenants with "supportive housing" tenants, and/or

1 to reduce the expenses used for reasonable and legal upkeep and maintenance of the Subject
2 Property. By reason of said acts, the named Defendants and DOES 1-10 have, and continue to
3 engage in unfair business practices against the Plaintiffs and other tenants in violation of
4 Business and Professions Code Sections 17200 et seq. and 17500 et seq. The actions of the
5 named Defendants and DOES 1-10 is part of an overall business plan designed and intended to
6 force long term rent controlled tenants to over pay rent, vacate their rent controlled tenancies,
7 bring in more profitable “supportive housing” tenants without providing a reasonable and
8 necessary level of support and security, and to increase profits illegally.

9 126. As a direct and proximate result of said practices, Plaintiffs and other members of
10 the public have been and will be damaged.

11
12 **SIXTEENTH CAUSE OF ACTION**
13 **CONSTRUCTIVE EVICTION**
(Plaintiffs YEP, ARKELL, and BURKE Against All Defendants)

14 127. Plaintiffs reallege and incorporate each of the foregoing allegations as though
15 fully set forth herein.

16 128. By reason of the landlord-tenant relationship, Defendants owed to Plaintiffs a
17 duty to exercise reasonable care in the ownership, management, and control of the Subject
18 Property.

19 129. Defendants also owed Plaintiffs a duty to not unreasonably interfere with
20 Plaintiffs’ quiet use and enjoyment of the Subject Unit, and to abide by their statutory,
21 contractual, and reasonable duties as Plaintiffs’ landlords at the Subject Unit and Subject
22 Property.

23 130. Defendants by the conduct alleged herein, negligently and carelessly maintained,
24 operated, and managed the Subject Property, interfered with Plaintiffs so as to breach the duties
25 enumerated in the proceeding paragraphs, unlawfully harassed Plaintiffs as described herein and
26 misrepresented facts pertaining to the termination of Plaintiffs’ tenancy at the Subject Unit,
27 thereby depriving Plaintiffs of exercising their right to peaceably and quietly live at the Subject
28 Property.

1 131. By the acts and omissions alleged herein, Defendants caused Plaintiffs to quit the
2 Subject Unit involuntarily, and thereby as a direct and proximate result of said acts and
3 omissions on the part of Defendants, Plaintiffs have suffered the following damages: bodily
4 injury; medical expenses; loss of earnings and/or earning capacity; other out of pocket costs,
5 substantial discomfort; overpayment and/or excessive payment of rent; moving expenses; loss of
6 use and enjoyment of the property; fear of loss of housing; actual loss of housing by constructive
7 eviction; rent differential damages, and general damages and emotional distress, all to their
8 detriment, in an amount to be determined at trial and in excess of the jurisdictional limit of this
9 Court.

10 132. The conduct of the Defendants alleged herein was oppressive, fraudulent,
11 malicious, and done with conscious disregard of Plaintiffs' rights as tenants under the law.
12 Plaintiffs are therefore entitled to recover punitive damages against the Defendants in an amount
13 to be determined at trial.

14
15
16 WHEREFORE, PLAINTIFFS PRAY FOR JUDGMENT AS FOLLOWS:

- 17 1. For general damages according to proof;
- 18 2. For special damages according to proof;
- 19 3. For statutory damages of not less than three times actual damages under the San
20 Francisco Rent Ordinance, Civil Code Section 3345, or as otherwise allowed by
21 law;
- 22 4. For attorney's fees under applicable provisions of the San Francisco Rent
23 Ordinance, the Elder Abuse Statute, or as otherwise allowed by law;
- 24 5. For civil fines or penalties pursuant to the San Francisco Rent Ordinance or as
25 otherwise allowed by law;
- 26 6. For reimbursement of overpayment of rent;
- 27 7. Disgorgement of unlawfully gained profits;
- 28 8. For injunctive relief, including but not limited to the issuance of an Order :


- a. requiring Defendants to abate all nuisance conditions caused by their failure to provide adequate and reasonable support and security for their “supportive housing” venture;
- b. requiring Defendants to properly treat and abate all pest infestation conditions at the Subject Property;
- c. requiring Defendants to provide adequate and reasonable security for the Subject Property;
- d. requiring Defendants to institute and follow policies and procedures with respect to their “supportive housing” venture in order to ensure the safety and quiet enjoyment of the Plaintiffs and other tenants of the Subject Property;
- e. requiring Defendants to reinstate the meal program for the Plaintiffs who had this service previously;
- f. requiring Defendants to reinstate the other services and amenities to Plaintiffs that they have reduced or eliminated during their ownership and management of the Subject Property; and
- g. requiring Defendants to adequately maintain the Subject Property and the residential rental units therein, and to make all necessary repairs to the Subject Property and those residential units, and to comply with all applicable provisions of the San Francisco Rent Ordinance and other local and state law pertaining to these repairs.

9. For exemplary and punitive damages allowed by law;
10. For costs of suit;
11. For interest, including prejudgment interest at the legal rate;
12. For such other and further relief as the Court deems just and proper.

///

1 Dated: October 13, 2021

2 WOLFORD WAYNE LLP

3
4 By: 
5 JASON N. WOLFORD
6 *Attorneys for Plaintiffs*
7 KEVIN MCGLYNN, *et al.*

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Dated: October 13, 2021

By: JASON N. WOLFORD
Attorneys for Plaintiffs
KEVIN MCGLYNN, et al.